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however, provides that as to property in the custody of the court, the trustee shall be vested with "the rights, remedies, and powers of a credit or holding a lien by legal or equitable proceedings thereon." It would seem to follow that the trustee acquired an execution creditor's lien on the land of the bankrupt and could enforce it, in accordance with the local law, to the exclusion of the wife's right of dower. *In re Codori*, 207 Fed. 784, 30 Am. B. R. 453. The primary aim of this amendment was to prefer the trustee to the vendor in an unrecorded conditional sale. See 28 HARV. L. REV. 204. The principal case, however, seems to fall equally within its purpose, for in both situations a third person has rights to property in the possession of the bankrupt which the latter's creditors can defeat by appropriate proceedings. If the decision is to be supported, therefore, it must be on the narrow ground that technical requirements of the Pennsylvania statute, with reference to inquisition by the sheriff and the like, were not satisfied, and could not be waived by the trustee. *PENNSYLVANIA*, P. L. 1836, 769, §§ 48 ff.

BANKS AND BANKING — DEPOSITS — RIGHTS OF DEPOSITORS: EFFECT OF FAILURE TO NOTIFY BANK OF A FORGED INDORSEMENT. — A depositor discovered that the bank had charged to his account a check paid by it on a forged indorsement, but failed to notify the bank within a reasonable time. The bank proved no prejudice from his failure to notify promptly. The depositor now seeks to recover the amount of the check from the bank. *Held*, that he cannot recover. *Connors v. Old Forge Discount & Deposit Bank*, 91 Atl. 210 (Pa.).

An unauthorized payment by a bank cannot, in general, be charged to the depositor's account. *Welsh v. German American Bank*, 73 N. Y. 424. But the depositor owes a duty to the bank, arising from the relation, to examine returned vouchers and report forgeries as soon as discovered. *First National Bank v. Allen*, 100 Ala. 476, 14 So. 335; *Dana v. First National Bank of the Republic*, 132 Mass. 156. See *Ewart, ESTOPPEL*, p. 41. Silence in the face of such a duty to speak will form the basis for an estoppel. See *Freeman v. Cooke*, 2 Ex. 654, 663. But estoppel is equitable in its nature and actual damage to the bank should be required to estop the depositor. *Pratt v. Union National Bank*, 79 N. J. L. 117, 75 Atl. 313; *Wind v. Fifth National Bank*, 39 Mo. App. 72. See *Ewart, ESTOPPEL*, p. 133. The principal case, however, is not alone in holding that this estoppel will be available without affirmative proof of prejudice to the bank. *Merchants' Bank v. Lucas*, 13 Ont. R. 520; *Findley v. Corn Exchange National Bank*, 166 Ill. App. 57; *McNeely Co. v. Bank of North America*, 221 Pa. 588, 70 Atl. 891. Even without the elements of a complete estoppel, the principal case may perhaps be supported on the ground that a binding account stated between the parties arose from the depositor's assent to the statement of accounts and balance, presumably rendered by the bank shortly before the discovery of the forgery. In view of business usage, this statement amounts to an offer by the bank to the depositor to set off the mutual debts. See *Leather Manufacturers' Bank v. Morgan*, 117 U. S. 96, 106. *LANGDELL, BRIEF SURVEY OF EQUITY JURISDICTION*, 2 ed., 115. The failure of the depositor to object to the balance after a reasonable time may then be interpreted as an assent to the account stated, because of the duty imposed on the depositor from his relation to the bank to examine the bank book and vouchers, and report errors. *Devaynes v. Noble*, 1 Mer. 529, 535, 610; *Schoonover v. Osborne*, 108 Ia. 453, 79 N. W. 263. See *Sherman v. Sherman*, 2 Vern. 276; *Leather Manufacturers' Bank v. Morgan*, *supra*; *PAGET, LAW OF BANKING*, 2 ed., 150 *et seq.* This stated account would be conclusive on the depositor in the absence of fraud or mistake, neither of which appeared in the principal case, for the depositor had full knowledge of the forgery at the time his assent is to be inferred. *Austin v. Ricker*, 61 N. H. 97; *cf. Leather Manufacturers' Bank v. Morgan*, *supra*.